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Exhibit 1-G

PSPS Program Support Services



Contract Work Authorization (CWA) Change Order

This is Change Order ("CO") No. 3 to Contract Work Authorization ("CWA") No. C16316 dated 07/11/2019 issued under and pursuant to the Blanket Agreement or Master Service Agreement No. 74 (formerly 4400011341) dated 1/17/2017 (the "MSA") between the below-named Contractor ("Contractor"), a Delaware limited liability partnership, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the

Contractor's
Legal Name: PRICEWATERHOUSECOOPERS LLP

Total Number of Pages: 44

Contractor's
Address: 300 Madison Avenue
New York, NY 10017

Project Name: Project Management Support for Public Safety Power Shutoff (PSPS) Training

Job Location: PG&E's Corporate Headquarters – San Francisco, CA

WORK: Contractor shall, at its own risk and expense, perform the Work described in this Contract Work Authorization and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in Attachments 1-3, Scope of Work.

The Total Contract Value is hereby increased by a Time & Expense, Not-to-Exceed (NTE) \$1,530,000.00 for Consultant to continue

1. Your work under this Agreement is subject to the applicable procedures and/or processes approved by the Bankruptcy Court in PG&E's bankruptcy proceeding (Bankruptcy Case No. 19-30088 (DM)) in the United States Bankruptcy Court, Northern District of California, San Francisco Division for the retention of counsel [outside professionals] and those procedures and processes are expressly incorporated herein, as they may be changed from time to time by the Bankruptcy Court.

ATTACHMENTS: Each of the following documents are attached to this CWA and are incorporated herein by this reference:

Attachment 1: Scope of Work "DRAFT SOW EO 2020 Detailed Planning Support_v12.12.19", pages 1-8

Attachment 2: Scope of Work "SOW_PG&E_EO Workplan - Data & Analytics - 121219_3.2 RCC", pages 1-10

Attachment 3: Scope of Work "Draft_ServiceAgreement_PG&E_Insights Platform SaaS_License", pages 1-24

CWA TERM: This CWA is effective upon signature by both parties and expires on 3/31/2020. Time is of the essence.

CWA COMPLETION: Contractor shall commence performance hereof when directed to do so by PG&E and Work shall be completed by the completion date of 3/31/2020.

| | | |
|---------------------|---------------------------|----------------------|
| PRICING CHANGES: | Previous Total CWA Value: | \$3,465,000.00 |
| | Addition or Deduction: | \$1,530,000.00 |
| | Revised Total CWA Value: | \$4,995,000.00 (NTE) |

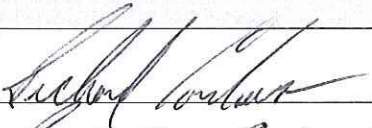
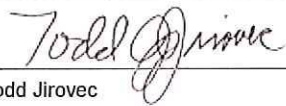
All other terms and conditions of the CWA, as it may have been amended by previous CWA Change Order(s), if any, shall remain the same.

PG&E Corporation ("PG&E Corp.") and Pacific Gas and Electric Company (the "Utility," and, together with PG&E Corp., the "Debtors"), are debtors-in-possession in a proceeding pending under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Northern District of California. Nothing herein shall be deemed to constitute an assumption of the Contract and/or any CWA or a waiver or modification of the Debtors' rights to assume, assume and assign, or reject the Contract and/or any CWA pursuant to section 365 of the Bankruptcy Code. The Debtors hereby reserve all rights available to them under such proceedings. Any amounts paid by the Debtors hereunder must be applied to goods and/or services provided to the Debtors on or after January 29, 2019 (the "Petition Date") and shall not be applied to satisfy Claims (as defined in the Bankruptcy Code) arising prior to the Petition Date.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT WORK AUTHORIZATION.



Contract Work Authorization
CWA No. C16316
Change Order No. 3

| | | | |
|----------------------------------|---|--|--|
| PACIFIC GAS AND ELECTRIC COMPANY | | CONTRACTOR: PricewaterhouseCoopers LLP | |
| Signature |  | Signature |  |
| Name | RICHARD CONDON | Name | Todd Jirovec |
| Title | Sourcing Manager | Title | Partner |
| Date | 12/16/2019 | Date | 12/16/2019 |

Contract Work Authorization ("CWA")

| | | |
|---|--|--|
| MATTER NO. | | |
| TOTAL PAGE COUNT: | Page 1 of 10 | |
| CONTRACTOR LEGAL NAME: | PricewaterhouseCoopers LLP | |
| ADDRESS: | 300 Madison Avenue New York, NY 10017 | |
| CONTRACTOR REPRESENTATIVE NAME: | Bill Abbott, Principal | |
| PG&E CONTRACT ADMINISTRATOR: | Linda Winter | |
| PHONE: | 415-973-9191 | |
| PROJECT TITLE: | Data Automation & Analytics Support for PSPS - 2020 Detailed Planning | |
| PG&E WORK SUPERVISOR: | Sumeet Singh | |
| PHONE: | 415-671-9339 | |
| DATE PREPARED: | 12/09/2019 | |
| PREPARED BY: | | |
| REQUIRED START DATE: | 12/11/2019 | Contractor shall commence performance hereof when authorized to do so by PG&E. |
| REQUIRED COMPLETION DATE: | | |
| CWA PRICING: <input type="checkbox"/> NOT TO EXCEED <input checked="" type="checkbox"/> FIRM FIXED PRICE <input type="checkbox"/> | TOTAL: \$725,000 (including \$120,000 associated with Insights Platform product license under separate agreement) | |
| DESCRIPTION OF WORK SUMMARY: | All related work and information associated with the project is detailed in Exhibit 1, Statement of Work. | |
| DESCRIPTION OF WORK: See Exhibit 1 – STATEMENT OF WORK. The terms of Master Services Agreement 4400011341 between PG&E and PricewaterhouseCoopers LLP are incorporated herein by reference. | | |

Exhibit 1: STATEMENT OF WORK Pursuant to MASTER SERVICES AGREEMENT

This Statement of Work (SOW) outlines the engagement between Pacific Gas and Electric Company ("PG&E" or "Client") and PricewaterhouseCoopers LLP ("PwC" or "Contractor") to perform the services described below. The term "Client" in the Agreement shall include the entity signing this Statement of Work. Any terms used in this SOW and not otherwise defined will have the same meaning as in the Agreement. If there is a conflict between the Agreement and the SOW, this SOW shall prevail. This CWA shall be governed by the Master Services Agreement 4400011341 ("MSA") between PwC and PG&E, as amended. Notwithstanding the termination or expiration of the MSA during the Services described in this SOW, this CWA shall remain in full

force and effect in accordance with its terms, including the terms and conditions of the MSA which are incorporated herein by reference. Any terms used in this SOW and not otherwise defined will have the same meaning as in the MSA. If there is a conflict between the MSA and the SOW, this SOW shall prevail.

The scope of Services described herein are subject to bankruptcy court approval.

I. PURPOSE AND SCOPE

Our Understanding:

This SOW covers services as outlined in Section 2.1. This SOW confirms the understanding of the objectives, Deliverables, timing, staffing, and fees for this project.

Following PG&E's Electric Operations (EO) reorganization, the Electric Business Operations (EBO) team has been tasked to consolidate the overall "Plan" of Electric Operations as part of EO's Plan-Do-Check-Act (PDCA) operating model design. EBO, with input from the broader Asset Management team and EO's execution teams (i.e., Distribution Operations, Transmission Operations, and Major Projects and Programs), developed the 5-year work plan that covers all capital and expense spend. In order to mitigate wildfire risk, PG&E has enacted de-energization events as part of the Public Safety Power Shutoff (PSPS) program. These PSPS events have caused delays to the completion of the 2020 EO workplan.

PG&E is seeking assistance from PwC to help with: (i) Developing an analytical model for improved allocation of resources to jobs by month, (ii) Creating requisite visuals for depicting job statuses and associated changes in metrics, (iii) Collecting data for single view of resources, job and their statuses, and (iv) Automating data collection, visuals and model. For the purpose of the automation PwC is going to leverage PwC's proprietary data analytics tool - Insights Platform.

II. PARTIES' RESPONSIBILITIES

2.0 PG&E Responsibilities

PG&E will maintain ownership and accountability of all deliverables related to the design, documentation and execution of the work plan. These include but are not limited to:

- Work plan inputs, specifically information about the ~12 manually created files that need to be recreated/automated during data collection phase
- SQL queries and associated data source information for data automation
- Business objectives, constraints and scenarios to evaluate for dynamic modeling
- Information on visualizations that need to be developed
- Reviewing and providing feedback on the outputs from data automation, analytical models and visualizations
- Testing automation of data collection, analytical model and visuals on the PwC Insights Platform

2.1 Services to be provided by PwC:

You are engaging us to provide the following services (the “Services”):

- **Dynamic Modeling**
 - *Objective:* Develop analytical model for improved allocation of resources to jobs by month, while considering objectives, e.g., risk reduction, lower cost and higher utilization
 - *Activities:*
 - Work collaboratively with the Client team to define objective(s) and business constraints for the analysis
 - Confirm appropriate data sources to leverage for model inputs
 - Develop analytical model for resource - job assignment, considering constraints
 - Develop scenario analysis capability to evaluate tradeoffs
 - Develop visuals to show outputs of dynamic modeling
- **Visualization**
 - *Objective:* Develop requisite visuals for depicting job status and associated changes in metrics, e.g., risk levels, resource utilization and customer impacts
 - *Activities:*
 - Define visual requirements to track job status, relevant metrics, etc.
 - Design agreed-upon visuals, get feedback & make required changes
 - Create intermediate datasets for visualization purpose, if requested
 - Develop visuals on the PwC Insights Platform and link them to intermediate datasets
 - Auto-update/refresh dashboards
- **Data Collection**
 - *Objective:* Ingest, clean and merge data from multiple sources for single view of resources (internal, external and contractors), jobs and their statuses
 - *Activities:*
 - Work collaboratively with PG&E to identify data sources, e.g. SAP, excel, GIS, etc.
 - Document and confirm data cleaning/merging logic and obtain available queries to extract data
 - Evaluate options on PwC Insights Platform, to automate ingestion and cleaning
 - Confirm the efficacy of defined data cleaning and merge logic; iterate/refine with client
- **End to End Automation on PwC Insights Platform**
 - *Objective:* Test and roll-out automation of data ingestion and cleaning, visualization and dynamic modeling
 - *Activities:*
 - Conduct internal end-to-end testing of the complete solution including data ingestion, cleaning, visualization and dynamic modeling

- Conduct PG&E testing and make required adjustments
- Roll-out the solution on PwC Insights platform

For the avoidance of doubt, working collaboratively on the Services described herein is intended to encompass PwC working jointly with Client stakeholders in workshops, interviews, and meetings to discuss and provide perspectives, analyze information, facilitate Client's decisions and other determinations, and provide direction to the PwC project team. PwC will facilitate the workshops, interviews and meetings, and share perspectives and feedback for Client's consideration based on our understanding of current industry practices and regulatory expectations. PwC and Client will jointly develop the Deliverables based on Client's comments, input, feedback and direction.

2.2 Deliverables:

We will provide Deliverables in accordance with the scope of work identified in section 2.1.

This SOW will include the following Deliverables:

| EO 2020 Detailed Planning Support – Scope of Services | | |
|---|---|-------------------------------------|
| Deliverable | Description | Price, inclusive of expenses |
| Draft Dynamic Model | Requirements, design and prototype version of the analytical model | \$190,000 |
| Draft Visuals & Reports | Requirements, design and mockups for the visualization and reporting | \$120,000 |
| Draft Data Collection Process | Process design and target data model for data collection and merging in documentation and/or prototype form | \$220,000 |
| Draft Visualizations and Reports from Automated Collection Process and Model | Dashboard visualizations and reports generated by the dynamic model and automated data collection process | \$ 75,000 |
| Total Fees & Expenses (exclusive of product license) | | \$605,000 |

The Deliverables assume support based on the proposed engagement team structure and will be evaluated on an ongoing basis to determine if additional support is needed. Any changes to the Deliverables or scope of support will be mutually agreed upon by the PG&E and PwC teams via a change order.

Completion of Deliverables will be reliant on appropriate and timely access to data and PG&E SMEs. If such items are not provided PwC will escalate to the PG&E Work

Supervisor and note in writing which Deliverables may be at risk for timely delivery and/or completion.

Note, that Deliverable timing may change based on access to data, availability of stakeholder / leadership for working sessions, and/or other externalities (e.g., PSPS event). To drive PG&E sustainability, each Deliverable will be transferred to a respective PG&E owner. The proposed owner list is shown below:

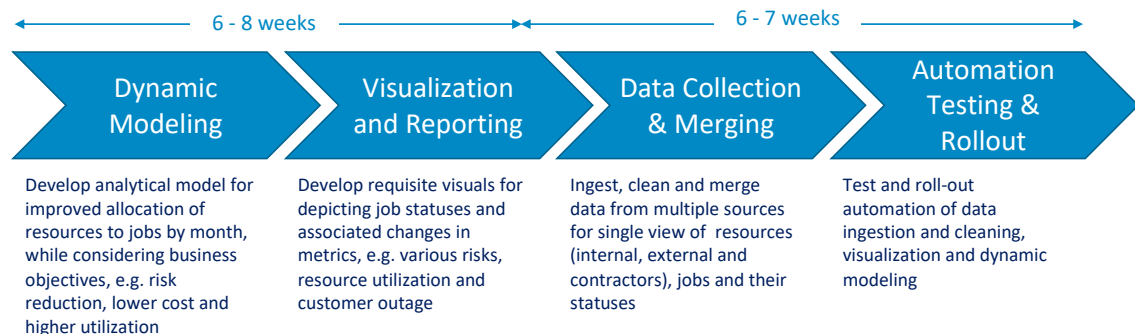
Deliverables Transfer to PG&E Owner

| Deliverables | PG&E Owner |
|-------------------------------|-------------------------------|
| Dynamic Modeling | Jason Yan (EBO) |
| Process & Model Documentation | Jason Yan (EBO) |
| Visualization | Deji Sonoiki (Asset Mgmt/GIS) |
| Data Collection | Alex Quintana (Bus Finance) |

Deliverables will be prepared at the direction of PG&E and are intended to be treated solely as PG&E-owned and will not be represented as having been prepared by PwC. In addition to the Deliverables, PwC may develop software or electronic materials (including spreadsheets, documents, databases and other tools) to assist with the engagement. If these are made available to PG&E they are provided "as-is."

The exhibit below summarizes at a high-level the approach for supporting above Services.

Work Plan Summary



Key Assumptions

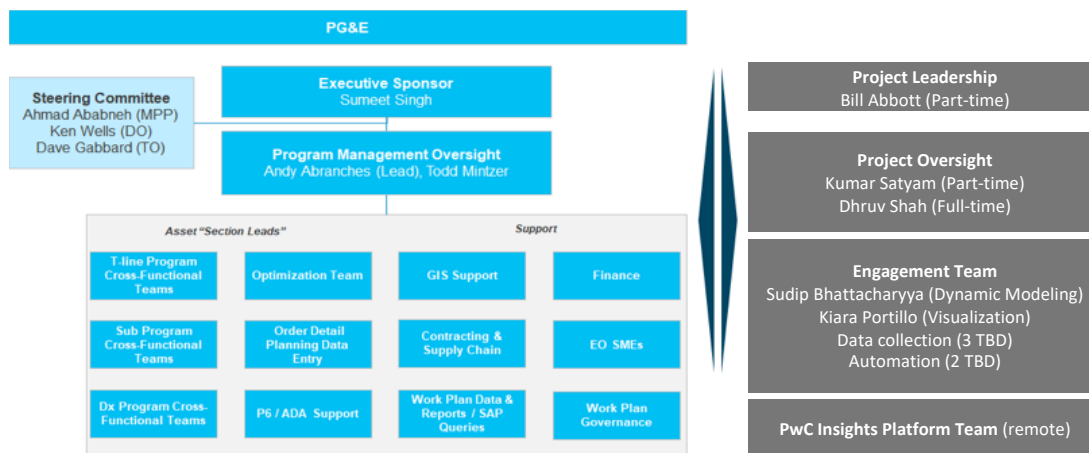
- PG&E resources will be available for design discussion on dynamics modeling and data required for modeling will be made available in a timely manner
- Information about twelve files that need to be ingested for data collection and automation will be provided by PG&E as requested
- For estimates and data pertaining to data associated with the Services, PwC shall rely on information provided by PG&E
- PG&E will provide timely access to the Electric Operations and other LOB leadership and stakeholders on an as-needed basis
- Any scope changes to Deliverables shall be discussed and prioritized with the designated PG&E Work Supervisor lead as needed. PwC shall not be obligated to add to, modify, or otherwise change this Statement of Work

unless such Scope Changes are mutually agreed to between PwC, PG&E and impacted project parties

- In the event that PG&E proposes a Scope Change, PwC and PG&E, in good faith, shall discuss and document the recommended changes at their earliest opportunity. If such Scope Change is agreed to by PwC, the Parties shall generate and execute a mutually agreed-to SOW Change Order in compliance with PG&E Sourcing policies, forms, and processes. A SOW Change Order shall outline the specific Scope Changes, including cost and schedule impacts due to the Scope Change
- The Insights Platform and its output is intended to supplement but not replace PG&E's resource allocation efforts

2.3 Proposed Team Structure

The PwC team will work under the direction of **Andy Abranches** on this engagement. An integrated team comprised of PwC consultants will execute the work streams identified. Additional input from PG&E leadership will guide the analyses. Further description of team structure and member roles are described in the exhibit below:



The proposed team structure will be evaluated on an ongoing basis and any changes to the Deliverables or Services will be mutually agreed upon by the PG&E and PwC teams.

2.4 Timing

The timing of the Services is as follows:

| | |
|------------------------------|-------------------|
| Proposed Project Start Date: | December 16, 2019 |
| Estimated Project Completion | March 31, 2020 |

2.5 Your Responsibilities

During the term of this project, PwC will work in collaboration and at the direction of the designated PG&E Work Supervisor. The PwC Team will meet with the designated PG&E Work Supervisor as appropriate to discuss status and open issues arising from the Services, PwC's progress reports and/or reports identified as Deliverables in this project, PwC's resource utilization and staffing mix, adherence (or changes) to Deliverables and project plan, as well as any requests for scope changes. PG&E shall

also provide executive sponsor input and oversight as requested by the PG&E Work Supervisor with input from the PwC Team.

PwC's role is advisory only. Client is responsible for all management functions and decisions relating to the PwC Services, including evaluating and accepting the adequacy of the scope of the PwC Services in addressing your needs. Client also is responsible for the results achieved from using the PwC Services or any related Deliverables.

III FEES, EXPENSES AND PAYMENT

Professional Fees, Expenses and Payment Terms:

- The fixed fee for the Services relative to the Services to be Provided by PwC section above will be \$605,000 based on the scope, schedule, responsibilities, and Deliverables stated within.
- Additionally, PG&E will be charged \$20,000 per month for the usage of PwC's Insights Platform. Fees for Insights Platform will be charged starting February 1, 2020.
- Our project plan contemplates regular dialog with senior leadership to align on key points and timely consideration of new issues or opportunities as they arise
- Any additional work outside of the Services outlined within this SOW will be agreed separately and performed at mutually agreed upon rates, via the standard Change Order Process which shall not be authorized without the prior written approval of PG&E and PwC

Other Terms:

- PG&E would like to have 20 users access the PwC Insights Platform for 6 months starting after February 1, 2020. Access to PwC Insights Platform for those users will be contingent on PG&E executing a separate product Software as a Service (SaaS) license agreement between PwC Affiliate/Subsidiary - PwC Advisory Products LLC and PG&E. If PG&E cancels the PwC Insights Platform license (per the terms of the SaaS license) and PG&E requests transition support, the parties will mutually agree to a new SOW to cover the activities and fees for PwC to help PG&E transfer the existing data collection and automation logic, visuals and analytical model for resource allocation, developed during this engagement from PwC's Insights Platform to PG&E's desired platform
- For the avoidance of doubt, the Insights Platform tool is not a Deliverable.
- PG&E shall indemnify and hold Contractor harmless from and against any and all third-party claims, losses, liability and damages arising from or relating to the Service or Deliverables under this SOW, except to the extent finally determined to have resulted from Contractor's gross negligence or intentional misconduct relating to such Services and/or Deliverables
- PG&E will be solely responsible for any and all communications required with PG&E's federal and state regulators and/or independent monitor(s) relating to these Services and Deliverables. Contractor is not being engaged to interact or

meet with third parties, including but not limited to PG&E's regulators and/or independent monitor(s)

- If Contractor is requested or authorized by PG&E or required by government regulation, regulatory agency, subpoena, or other legal process to produce Contractor's Deliverables, working papers or personnel for testimony or interview with respect to Services Contractor performed for PG&E, PG&E will reimburse Contractor for Contractor's and its counsels' expenses and professional time incurred in responding to such a request
- PwC may provide or otherwise make available certain Materials that are not Deliverables, including spreadsheets and hosted, web-based, data analytics, internet, cloud, visualization, or other tools or software used to provide the Services or deliver the Deliverables (collectively, "PwC Technology"). If PwC Technology is provided or otherwise made available, PwC hereby grants to Client a non-exclusive, non-transferable license to use PwC Technology in accordance with PwC's instructions for Client's internal use and benefit only and solely in connection with and during the term of PwC's performance of the Services. PwC Technology is provided on an "as is" and "as-available" basis, and PwC does not represent or warrant that PwC Technology or any content therein will be uninterrupted or error free or that it will provide useful, accurate, or specific information or results. PwC Technology is subject to change without notice, and PwC may change the functionality of, or suspend or discontinue access to, all or any portion of PwC Technology at any time without notice. PwC Technology, and all Materials contained therein, are PwC's Confidential Information. PwC Technology and information contained therein are not intended to be Client's permanent records and, unless otherwise agreed in writing, access to PwC Technology and such information terminates upon expiration, completion, or termination of the Services. PwC will, in its discretion, make data and records that are directly connected with the provision of the Services available to Client via PwC Technology. Client is responsible for separately maintaining copies of any relevant data and records made available through PwC Technology that Client may need. Client will provide PwC with written confirmation (by email or otherwise) of the names and employer email addresses of those users that Client authorizes to access and use PwC Technology on Client's behalf ("Client Users"), and Client will promptly notify PwC in writing of any changes thereto. Client shall only authorize Client Users to use and access PwC Technology in accordance with and subject to the same restrictions set forth above in the Use and Disclosure of Deliverables section that apply to Deliverables. Client is responsible and liable for all Client Users' access to PwC Technology. Client shall not (and shall not allow any Client User to) misappropriate, infringe, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how, processes, formulae, methodologies, or other information or any of PwC's rights in PwC Technology, or otherwise use or access PwC Technology other than as expressly permitted herein.

PG&E and Contractor Work Supervisor Name, Number, and Email Address

PG&E Work Supervisor:

Sumeet Singh, Vice President Electric Ops Community Wildfire Safety Program

Phone: 415.671.9339
Email: S1ST@pge.com
PG&E Team Lead:

Andy Abranches, Senior Director Electric Business Operations
Phone: 925.244.3086
Email: APA4@pge.com

Contractor Work Supervisor:
William (Bill) Abbott, Principal
Phone: 312-961-4672
Email: william.abbott@pwc.com

Contractor Team Lead(s):

Heather McGinnis, Director
Phone: 570.947.2390
Email: heather.mcginnis@pwc.com

Kumar Satyam, Director
Phone: 847-532-5493
Email: kumar.satyam@pwc.com

Work Location(s)

The Services will be conducted primarily out of PG&E's Corporate Office in San Ramon, CA. Services will be coordinated through the PG&E work supervisor or designees.

Other Items

PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the services we provide, non-CPA owners may be involved in providing services to you now or in the future.

At the onset of this project, PwC will prepare a project schedule and work breakdown. This schedule will include all PwC project management activities, Deliverables, and key interdependencies. The schedule and Deliverables will be subject to the specification and approval of the PG&E Work Supervisor.

We are not providing legal advice or legal opinions in this engagement. You should obtain such advice or opinions from your attorneys.

Each of the parties has caused this Agreement to be executed on its behalf by its duly authorized representative as of the date first above written.

PricewaterhouseCoopers LLP

By:



Name/Title:

William Abbott / Principal

Date:

12/12/19

Pacific Gas & Electric Company

By:

Name/Title:

Date:

MATTER NO.

TOTAL PAGE COUNT: Page 1 of 8

CONSULTANT or CONTRACTOR LEGAL NAME: PricewaterhouseCoopers LLP
300 Madison Avenue
New York, NY 10017

ADDRESS:
CONSULTANT REPRESENTATIVE NAME: Todd Jirovec, Principal

PG&E CONTRACT ADMINISTRATOR: Linda Winter
PHONE: 415-973-9191

PROJECT TITLE: Project Management Support for PSPS - 2020 Detailed Planning
PG&E WORK SUPERVISOR: Sumeet Singh
PHONE: 415-671-9339
DATE PREPARED: 11/17/19
PREPARED BY: PG&E

REQUIRED START DATE: 11/18/2019 Contractor shall commence performance hereof when authorized to do so by PG&E.

REQUIRED COMPLETION DATE:

CWA PRICING: **TOTAL:** \$805,000

☐ NOT TO EXCEED

☒ FIRM FIXED PRICE

☐

DESCRIPTION OF WORK SUMMARY: All related work and information associated with the project is detailed in Exhibit 1, Statement of Work.

DESCRIPTION OF WORK:

See Exhibit 1 – STATEMENT OF WORK. The terms of Master Services Agreement 4400011341 between PG&E and PricewaterhouseCoopers LLP are incorporated herein by reference.

Exhibit 1:
STATEMENT OF WORK
Pursuant to
MASTER SERVICES AGREEMENT

This Statement of Work (SOW) outlines the engagement between Pacific Gas and Electric Company ("PG&E" or "Client") and PricewaterhouseCoopers LLP ("PwC" or "Consultant") to perform the services described below. The term "Client" in the Agreement shall include the entity signing this Statement of Work. Any terms used in this SOW and not otherwise defined will have the same meaning as in the Agreement. If there is a conflict between the Agreement and the SOW, this SOW shall prevail.

I. PURPOSE AND SCOPE

Our Understanding:

This SOW covers services as outlined in Section 2.1. This SOW confirms the understanding of the objectives, Deliverables, timing, staffing, and fees for this project.

Following PG&E's Electric Operations (EO) reorganization, the Electric Business Operations (EBO) team has been tasked to consolidate the overall "Plan" of Electric Operations as part of EO's Plan-Do-Check-Act (PDCA) operating model design. EBO, with input from the broader Asset Management team and EO's execution teams (i.e., Distribution Operations, Transmission Operations, and Major Projects and Programs), develops the 5-year work plan that covers all capital and expense spend. In order to mitigate wildfire risk, PG&E has enacted deenergization events as part of the Public Safety Power Shutoff (PSPS) program. These PSPS events have caused delays to the completion of the 2020 EO workplan.

PG&E is seeking assistance from PwC in supporting the development of its 2020 detailed work plan. This effort will include a short-duration, high-intensity effort to reconcile 2020 workplans across EO. PwC will be supporting EO in a programmatic role to help consolidate program inputs, facilitate working sessions across EO and other Line Of Business stakeholders, provide assistance to the teams running analysis to consider spend and resource implications, and help in developing summary reports.

II. PARTIES' RESPONSIBILITIES

2.0 PG&E Responsibilities

PG&E will maintain ownership and accountability of all Deliverables related to the design, documentation, and execution of the work plan. These include but are not limited to:

- Finalized work plan including detailed order planning in PG&E's SAP system
- Risk ranking methodology and circuit / asset prioritization
- Cost and resource estimates
- Optimization value framework and scenarios
- Reporting and performance metrics
- Process documentation and ownership
- Implementation plans, including change management

2.1 Services to be provided by PwC:

You are engaging us to provide the following services (the “Services”):

| EO 2020 Detailed Planning Support – Scope of Services | |
|--|--|
| EO Program Inputs | <ol style="list-style-type: none">1. Conduct working sessions with EO program leads2. Gather 2020 workplan data by program & circuit, including units, unit costs, hours, MAT-code, total costs, and the type of costs (Capital vs. O&M) |
| Asset Risk Ranking | <ol style="list-style-type: none">1. Conduct working sessions with Asset Strategy2. Consolidate PG&E's analysis of risk ranked (i.e., 1 – N) list of circuits (T&D) and substations |
| EO Portfolio View | <ol style="list-style-type: none">1. Consolidate 2020 plans with PG&E program leads2. Support PG&E's gap assessment of current systems of record usage for work planning (e.g., offline spreadsheets)3. Support data collection efforts to inform PG&E's assessment of resource requirements (internal vs. external, by type)4. Support PG&E investment planning team in establishing scenarios (low, mid, high) of cost/resource estimates and work completion |
| EO Portfolio Scenarios | <ol style="list-style-type: none">1. Support PG&E GO Optimization Team in analyzing investment portfolio, inclusive of timing and resource considerations (by type, including perspective on potential contractor use)2. Assist in preparing materials on 2020 work-plan for leadership review |
| Work Plan Inputs | <ol style="list-style-type: none">1. Support adjustment of existing plan in SAP to align with selected scenario2. Support loading estimates into SAP BPC to perform Order Detail Planning3. Assess relevant execution elements and capture constraints based on selected scenario |
| Work Plan Reporting & Execution Alignment | <ol style="list-style-type: none">1. Assist in the development of program reporting (e.g., metrics, cadence)2. Support alignment of work & resources across teams (i.e., DO, TO, MPP)3. Support socialization of results with stakeholders (e.g., Finance, IT, Fleet, Supply Chain) |
| Work Execution Efficiency Opportunities | <ol style="list-style-type: none">1. Support EO assessment of work coordination opportunities by circuit to drive efficiency (e.g., VM and SH on same circuit at the same time, inspections for both VM and assets)2. Support socialization of PG&E's EO 2020 Workplan Team findings with process improvement and work execution teams |

2.2 Deliverables:

We will provide Deliverables in accordance with the scope of work identified in section 2.1.

The Deliverables assume support at the proposed team structure and will be evaluated on an ongoing basis to determine if additional support is needed. Any changes to the Deliverables or scope of support will be mutually agreed upon by the PG&E and PwC teams via a change order.

Completion of Deliverables will be reliant on appropriate and timely access to data and PG&E SMEs. If such items are not provided PwC will escalate to the PG&E Work Supervisor and note in writing which Deliverables may be at risk for timely delivery and/or completion.

This SOW will include the following Deliverables:

| EO 2020 Detailed Planning Support – Deliverables | |
|---|--|
| EO Program Inputs | <ul style="list-style-type: none"> EO 2020 workplan by circuit or substation Weekly tracker Meeting facilitation materials (e.g., working session presentations, PG&E Teams site management) |
| Asset Risk Ranking | <ul style="list-style-type: none"> Summary of consolidated risk ranking of all circuits or substations (based on PG&E Asset Strategy input and validation) Documented assumptions for risk ranking methodology |
| EO Portfolio View | <ul style="list-style-type: none"> EO portfolio view across asset families (e.g., Transmission, Distribution, Substation) and by circuit, substation Summary of resource requirement estimates Summary of data and/or process improvement opportunities |
| EO Portfolio Scenarios | <ul style="list-style-type: none"> Summary of scenarios including scenario parameters Summary of value framework Summary of options |
| Work Plan Inputs | <ul style="list-style-type: none"> EO 2020 work plan at the MAT-code level Summary of data and/or process improvement opportunities |
| Workplan Reporting & Execution Alignment | <ul style="list-style-type: none"> EO 2020 work plan executive summary reports EO 2020 work plan supporting docs, as needed, including EO 2020 Financial View from POR baseline LOB socialization / alignment materials for 2020 work plan |
| Work Execution Efficiency Opportunities | <ul style="list-style-type: none"> Work execution efficiency opportunities (by circuit) LOB socialization / alignment materials for work efficiency opportunities |

Note, that Deliverable timing may change based on access to data, availability of stakeholder / leadership for working sessions, and/or other externalities (e.g., PSPS event). To drive PG&E sustainability, each deliverable will be transferred to a respective PG&E owner once complete. The proposed owner list is shown below:

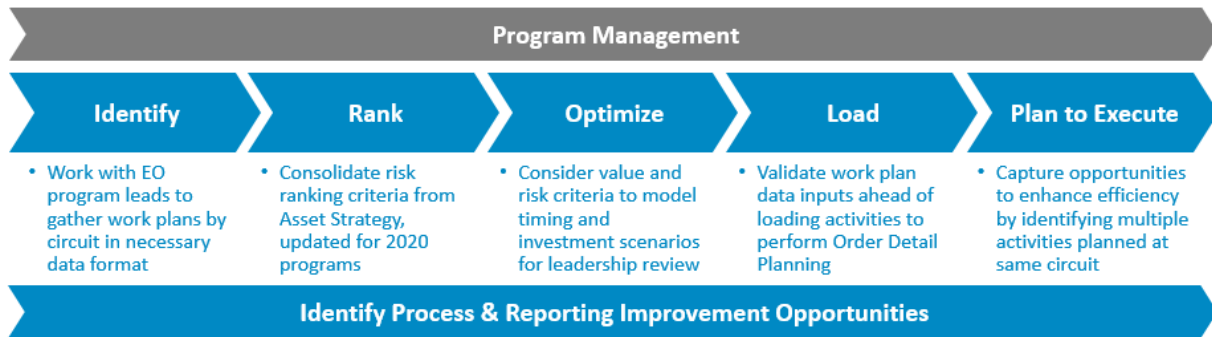
Deliverables Transfer to PG&E Owner

| Deliverables | PG&E Owner |
|--|---|
| EO Program Inputs | Todd Mintzer (EBO) |
| Asset Risk Ranking | Mark Esguerra (Asset Strategy) |
| EO Portfolio View | Todd Mintzer (EBO) |
| EO Portfolio Scenarios | Jason Yan (EBO) |
| Work Plan Inputs | Jeff Engle (Finance) |
| Work Plan Reporting & Execution Alignment | Todd Mintzer (EBO) |
| Work Execution Efficiency Opportunities | Greg Gabbard (Electric Process Improvement) |

Deliverables will be prepared at the direction of PG&E and are intended to be treated solely as PG&E-owned, and will not be represented as having been prepared by PwC. In addition to the Deliverables, PwC may develop software or electronic materials (including spreadsheets, documents, databases and other tools) to assist with the engagement. If these are made available to PG&E they are provided "as-is."

The exhibits below summarize at a high-level approach for supporting the 2020 work plan development. PwC's scope of support will only be for developing the 2020 work plan, and additional outer years (i.e., 2021 and beyond) are considered out of scope for this effort.

Work Plan Summary

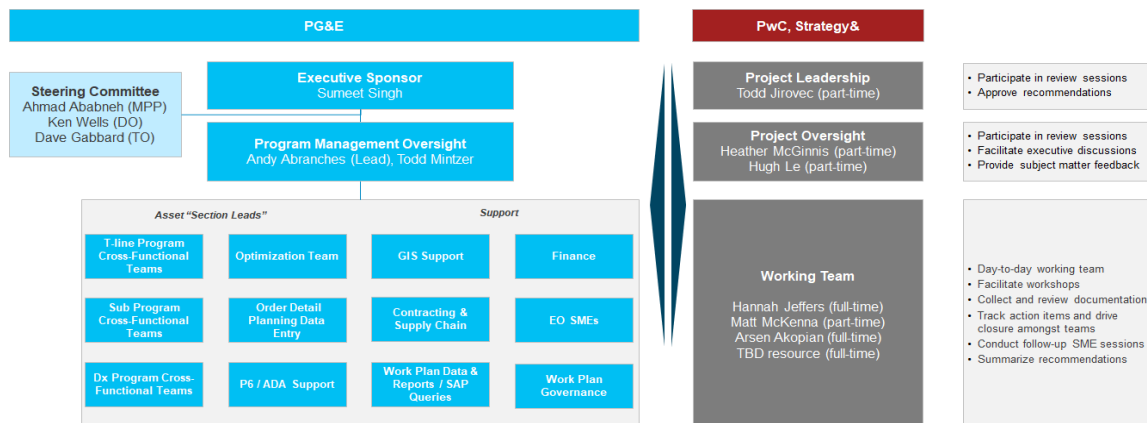


Key Assumptions

- For estimates and data pertaining to data associated with the scope of work, PwC shall rely on information provided by PG&E
- PG&E will provide timely access to the Electric Operations and other LOB leadership and stakeholders on an as-needed basis
- Any scope changes to Deliverables shall be discussed and prioritized with the designated PG&E Work Supervisor lead as needed. PwC shall not be obligated to add to, modify, or otherwise change this Statement of Work unless such Scope Changes are mutually agreed to between PwC, PG&E and impacted project parties
- In the event that PG&E proposes a Scope Change, PwC and PG&E, in good faith, shall discuss and document the recommended changes at their earliest opportunity. If such Scope Change is agreed to by PwC, the Parties shall generate and execute a mutually agreed-to SOW Change Order in compliance with PG&E Sourcing policies, forms, and processes. A SOW Change Order shall outline the specific Scope Changes, including cost and schedule impacts due to the Scope Change

2.3 Proposed Team Structure

The PwC team will work under the direction of Andy Abranches on this engagement. An integrated team comprised of PwC consultants will execute the work streams identified. Additional input from PG&E leadership will guide the analyses. Further description of team structure and member roles are described in the exhibit below:



The proposed team structure will be evaluated on an ongoing basis and any changes to the Deliverables or scope of support will be mutually agreed upon by the PG&E and PwC teams.

2.4 Timing

The timing of the Services is as follows:

Proposed Project Start Date: November 18, 2019
Estimated Project Completion Date: February 14, 2019

2.5 Your Responsibilities

During the term of this project, PwC will work in collaboration and at the direction of the designated PG&E Work Supervisor. The PwC Team will meet with the designated PG&E Work Supervisor as appropriate to discuss status and open issues arising from the Services, PwC's progress reports and/or reports identified as Deliverables in this project, PwC's resource utilization and staffing mix, adherence (or changes) to Deliverables and project plan, as well as any requests for scope changes. PG&E shall also provide executive sponsor input and oversight as requested by the PG&E Work Supervisor with input from the PwC Team.

PwC's role is advisory only. Client is responsible for all management functions and decisions relating to the PwC Services, including evaluating and accepting the adequacy of the scope of the PwC Services in addressing your needs. Client also is responsible for the results achieved from using the PwC Services or any related Deliverables.

III FEES, EXPENSES AND PAYMENT

Professional Fees, Expenses and Payment Terms:

- PwC's labor fees for this project are based agreed upon MSA terms with PG&E and estimated on the time required by professionals to complete the engagement. Individual hourly rates vary according to the experience and skill required
- Estimated professional fees requested for the scope of work described above amounts to approximately \$732,000
- PwC will also bill PG&E for reasonable out-of-pocket expenses not to exceed ten percent (10%) of labor fees estimated
- Total estimated fees and expenses for the scope of work described above amounts to a total not to exceed of \$805,000
- Our project plan contemplates regular dialog with senior leadership to align on key points and timely consideration of new issues or opportunities as they arise
- Any additional work outside of the scope outlined within this SOW will be agreed separately and performed at mutually agreed upon rates, via the standard Change Order Process which shall not be authorized without the prior written approval of PG&E and PwC

Other Terms:

- PG&E shall indemnify and hold Contractor harmless from and against any and all third party claims, losses, liability and damages arising from or relating to the Service or Deliverables under this SOW, except to the extent finally determined to have resulted from Contractor's gross negligence or intentional misconduct relating to such Services and/or Deliverables
- PG&E will be solely responsible for any and all communications required with PG&E's federal and state regulators and/or independent monitor(s) relating to these Services and

Deliverables. Contractor is not being engaged to interact or meet with third parties, including but not limited to PG&E's regulators and/or independent monitor(s)

- If Contractor is requested or authorized by PG&E or required by government regulation, regulatory agency, subpoena, or other legal process to produce Contractor's Deliverables, working papers or personnel for testimony or interview with respect to Services Contractor performed for PG&E, PG&E will reimburse Contractor for Contractor's and its counsels' expenses and professional time incurred in responding to such a request

PG&E and Consultant Work Supervisor Name, Number, and Email Address

PG&E Work Supervisor:

Sumeet Singh, Vice President Electric Operations Community Wildfire Safety Program
Phone: 415.671.9339
Email: S1ST@pge.com

PG&E Team Lead:

Andy Abranches, Senior Director Electric Business Operations
Phone: 925.244.3086
Email: APA4@pge.com

Consultant Work Supervisor:

Todd Jirovec, Principal
Phone: 214.616.2977
Email: todd.jirovec@pwc.com

Consultant Team Lead(s):

Heather McGinnis, Director
Phone: 570.947.2390
Email: heather.mcgininis@pwc.com

Hugh Le, Director
Phone: 720.284.2854
Email: hugh.le@pwc.com

Hannah Jeffers, Senior Manager
Phone: 713.816.3278
Email: hannah.jeffers@pwc.com

Work Location(s)

This project will be conducted primarily out of PG&E's Corporate Office in San Ramon, CA. Work will be coordinated through the PG&E work supervisor or designees.

Other Items

This agreement shall be governed by **Master Services Agreement 4400011341** between PwC and PG&E. PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the services we provide, non-CPA owners may be involved in providing services to you now or in the future.

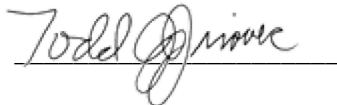
At the onset of this project, PwC will prepare a project schedule and work breakdown. This schedule will include all PwC project management activities, Deliverables, and key interdependencies. The schedule and Deliverables will be subject to the specification and approval of the PG&E Work Supervisor.

We are not providing legal advice or legal opinions in this engagement. You should obtain such advice or opinions from your attorneys.

Each of the parties has caused this Agreement to be executed on its behalf by its duly authorized representative as of the date first above written.

PricewaterhouseCoopers LLP

By:



Name/Title:

Todd Jirovec / Principal

Date:

12/16/2019

Pacific Gas & Electric Company

By:

Name/Title:

Date:

INSIGHTS PLATFORM SOFTWARE-AS-A-SERVICE AGREEMENT

This Insights Platform Software-as-a-Service Agreement is entered into as of February 1, 2020 (“**Effective Date**”) by and between the parties identified below.

PARTY INFORMATION

| | | |
|--|---|---------------------------------------|
| Full Legal Name of Contracting Entity | PricewaterhouseCoopers Advisory Product Sales LLC (“ PwC ”) | PG&E Corporation (“ Company ”) |
| Type of Entity; Jurisdiction of Organization | Delaware limited liability company | |
| Address | 300 Madison Avenue New York, New York 10017 Attn: Relationship Partner With a copy to the same address, attn: Office of the General Counsel | Attn: _____ |

BACKGROUND

A. PwC owns or is the licensee of the solution identified in Appendix A that is accessible through the URL designated by PwC (such solution or applicable portions, applications or components thereof, “**Software**”).

B. Company desires to obtain from PwC, and PwC is willing to grant to Company, certain rights to access and use the Software, as further described in and in accordance with this Agreement.

C. Company and PwC’s affiliate [PricewaterhouseCoopers Advisory Services LLC] are entering into a separate agreement for the provision to Company of certain Software-related services not provided under this Agreement (such separate agreement, “**Services Agreement**”).

THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

This Insights Platform Software-as-a-Service Agreement consists of this signature page and the attached terms and conditions, and the Appendices attached and identified below (collectively, the “**Agreement**”).

Appendix A Software Description; Additional Restrictions
Appendix B Term; Software Accounts; Fees
Appendix C Third Party Hosting Services
Appendix D Support and Maintenance

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**PRICEWATERHOUSECOOPERS ADVISORY
PRODUCT SALES LLC**

PG&E CORPORATION

By: 

By: _____

Name: William F. Owens, Jr.

Name: _____

Title: Vice President

Title: _____

December 17, 2019

TERMS AND CONDITIONS

1. Definitions. Capitalized terms used in this Agreement have the meanings set forth below unless defined elsewhere in the Agreement.

1.1 “Company Materials” means any content, data, document, report, text, graphic, image, media, or other information or materials that (a) Company provides to PwC in connection with this Agreement (including for purposes of making them available to End Users via the Software) or (b) Company or any End User inputs, transmits or uploads to, or otherwise stores or processes on or through, the Software.

1.2 “Confidential Information” with respect to a disclosing party, means all information, data and material disclosed by such disclosing party to the receiving party (in whatever form) that is marked or described as, or provided under circumstances reasonably indicating it is, confidential or proprietary. PwC’s Confidential Information includes the Software, the Documentation and all non-public information and materials (technical, business and otherwise) related to the Software (and the use of it).

1.3 “Documentation” means the standard technical documentation and user guides for the Software, as generally provided by PwC to its other similarly situated customers.

1.4 “End User” means, subject to Section 3.2, a Company personnel permitted by Company to access and use the Software.

1.5 “High Risk Activities” means any activities that could lead to death, personal injury, or environmental damage, including the design, construction, operation, or maintenance of nuclear facilities, the navigation or operation of aircraft, or the operation of life-saving, or life or health-support or life-critical medical equipment.

1.6 “Intellectual Property Rights” means all copyrights, patents, rights with respect to trademarks, service marks, and trade dress, trade secret rights, rights in domain names, rights with respect to databases and other compilations and collections of data or information, publicity and privacy rights, rights with respect to personal information, and other intellectual and industrial property rights anywhere in the world, whether statutory, common law or otherwise.

1.7 “Other PwC Firm” has the meaning set forth in Section 5.5.

1.8 “PwC Beneficiary” has the meaning set forth in Section 5.5.

1.9 “PwC Service Provider” has the meaning set forth in Section 5.5.

1.10 “PwC Software” means the portion of the Software other than any data, software and other content and materials that are owned by any third party and contained in the Software.

1.11 “Software Account” means an End User account associated with a unique user name and password, through which the End User may access and use the Software as permitted under this Agreement.

1.12 “Term” means the Initial Term and all Renewal Terms (if any), as each is defined in Section 9.1.

1.13 “Third Party Systems” means the software, hardware, websites, databases, infrastructure, systems, and other technology of Company’s third party service providers.

2. Scope of Agreement

2.1 Generally. PwC will provide Company access to and use of the Software in accordance with and subject to the terms and conditions of this Agreement (including, to avoid doubt, the Appendices attached hereto). If there is any conflict between an Appendix and the terms and conditions of the main body of this Agreement, then the terms and conditions of the Appendix will govern. As set forth in Section 13.3, this Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. Accordingly, if there is any conflict between this Agreement and the Services Agreement concerning the Software, any modifications or improvements to the Software, or any Intellectual Property Rights in or to any of the foregoing, the terms and conditions of this Agreement will govern.

3. Software

3.1 Generally. Subject to the terms and conditions of this Agreement, PwC will make the Software available to Company and its End Users during the Term, solely for Company and such End Users to access and use the Software in accordance with the Documentation and solely for Company's own internal business use. Company may only access and use the Software through the URL designated by PwC, and only with valid Software Accounts granted to Company by PwC pursuant to Section 3.2.

3.2 Software Accounts; End Users. PwC will establish for Company the Software Accounts designated in Appendix B to enable Company and, subject to this Section 3.2, End Users to access and use the Software in accordance with this Agreement. If Appendix B sets forth a limited number of Software Accounts or End Users, Company will not exceed such applicable number of Software Accounts or End Users without PwC's prior consent and payment of any additional fees. Company will comply with any requirements designated by PwC regarding the security of Software Account information (e.g., using only unique identifiers and strong passwords, imposing mandatory regular password re-sets). Company will be solely responsible for protecting all Software Account information (including user names and passwords) and will not disclose any such information to any third party (other than the applicable End User). Company will remain fully responsible and liable for End Users' use of the Software and any unauthorized use of any Software Account. Company will not permit any individual that is not an employee of Company to access or use the Software without the prior written consent of PwC in each case. Company will inform each End User of the applicable limitations and restrictions set forth in this Agreement and require each such End User to agree to comply with them (and any terms of service, terms of use or end user license agreement that may be presented on or through the Software) before Company permits the End User to access or use the Software (and Company will ensure that each End User complies with such terms). If any End User fails to comply with such terms, Company will, promptly upon becoming aware of such non-compliance, notify PwC and PwC may immediately terminate the applicable Software Account. Company will not permit individuals other than End Users to access or use the Software.

3.3 Restrictions. Without limiting any other provision of this Agreement, Company will not (and will not permit any End User or other third party to): (a) access or use the Software for any purpose or in any manner other than as expressly permitted under this Agreement; (b) attempt or purport to sell, rent, lease, loan, sublicense, assign, transfer, publish, display or distribute the Software or access thereto to any third party, other than providing access to End Users as expressly permitted under this Agreement; (c) reproduce, create derivative works of, or otherwise modify the Software; (d) extract ideas, algorithms, procedures, workflows or hierarchies from the Software; reverse engineer, disassemble, decrypt, or decompile the Software (and to the extent Company believes it has a mandatory right to do so under statute, Company will inform PwC in writing, including with respect to any such modifications or derivative works created pursuant to such mandatory right); or otherwise use the Software for the purpose of creating another product or service; (e) provide any means of access to, or otherwise display or transmit, the Software from or through any website (including by "framing" or "mirroring") other than the URL designated by PwC for such purposes; (f) remove any disclaimer, copyright, trademark, confidentiality, or other legal notice from any copies of the Software; (g) use the Software for any High Risk Activities or any fraudulent or unlawful

purpose or in any manner that would violate the legal rights of any third party; (h) interfere with or disrupt the Software or the servers, software, systems or networks used to make the Software available, or violate any requirements, policies, or terms or conditions of any providers thereof; (i) perform, or release the results of, benchmark tests or other comparisons of the Software with other software, platforms or materials; (j) permit the Software to be used for or in connection with any facility management, service bureau, or time-sharing purposes, services, or arrangements, or otherwise used for processing data or other information on behalf of any third party; (k) transmit or otherwise make available in connection with the Software any virus, worm, Trojan horse, time bomb, spyware, ransomware, malware or other harmful or potentially harmful code or materials; or (l) circumvent, bypass or breach any technological controls or security device or protection used by the Software. PwC will have the unrestricted right, but not the obligation, to monitor Company's and End Users' use of the Software. Company will, and will cause each End User to, access and use the Software in accordance with all applicable laws, rules, regulations and obligations to third parties (including with respect to privacy, data security, and U.S. export control and sanctions and with respect to the provision or use of any Company Materials). Without limiting the foregoing, Company will (and will cause each End User to) comply with any other restrictions set forth in Appendix A, including any terms and conditions regarding certain third party data, software and other content and materials contained in the Software.

3.4 Hosting. During the Term, PwC will use commercially reasonable efforts to (a) host, maintain and make available the Software to Company and End Users pursuant to the terms and conditions of this Agreement, and (b) employ reasonable administrative, technical, and physical safeguards consistent with industry standards intended to protect the confidentiality, integrity, and availability of the Company Materials maintained on the Software. Company is responsible for obtaining and maintaining all hardware, communications equipment, and related software necessary to access and use the Software in accordance with the minimum applicable requirements provided by PwC or its designee, and Company will pay all related third-party access charges (e.g., telecommunications charges). Company is solely responsible for complying with the terms of access and use of any Third Party Systems. If PwC accesses or uses any Third Party Systems on Company's behalf to facilitate performance of PwC's obligations under this Agreement (including to facilitate Company's use of the Software under this Agreement), Company is solely responsible for ensuring that such access and use, including through access credentials issued or otherwise made available to Company, is authorized by the terms of access and use for the applicable Third Party Systems. Company acknowledges that PwC may currently subcontract, and will have the right to subcontract, its hosting, maintenance, technical support, and other services and functions to one or more third party service providers, and that PwC and/or its designees perform periodic maintenance on the Software and related sites and services that may result in periods during which the Software and such sites and services are not accessible. Company acknowledges that PwC currently subcontracts its hosting services to the third party service provider identified in Appendix C, and Company acknowledges and agrees that Company's use of the Software is governed by the terms and conditions set forth in Appendix C and subject to Company's payment to PwC of any fees payable by PwC to such third party service provider for hosting the Software (e.g., subscription fees or usage fees, and including any such fees set forth in Appendix B). Without limiting the foregoing, Company agrees that all restrictions in this Agreement regarding access to and use of the Software also apply to accessing and using any platform provided by such third party service provider (and any tools, software development kits or other proprietary computer software provided in connection with such platform).

3.5 Support and Maintenance. PwC will use commercially reasonable efforts to provide support and maintenance for the Software as set forth in Appendix D.

3.6 Retention. During the Term, Company may request that PwC delete Company Materials that are stored on the Software. PwC will use commercially reasonable efforts to comply with such request, and Company will reimburse PwC for any associated costs and expenses. Company acknowledges and agrees, however, that some residual Company Materials may remain in backup files, deletion logs and similar materials despite deletion efforts. PwC will not be responsible or liable to Company or any End

User or other third party for any deletion of, or termination of access to, Company Materials following expiration or termination of this Agreement.

3.7 Open Source Software. Company acknowledges and agrees that the Software may contain certain open source software subject to the terms and conditions of the applicable open source licenses. To the extent that the Software contains open source software, Company acknowledges and agrees that Company's use of such open source software is governed by the applicable open source license terms and that, subject to applicable law, PwC has no obligation or liability with respect to such open source software under this Agreement. This Agreement does not modify or abridge any rights or obligations that Company may have under such open source license terms, and Company acknowledges and agrees that the covenants, representations, warranties, indemnities and other commitments with respect to the Software in this Agreement are made by PwC and not by any authors or suppliers of, or contributors to, such open source software. Company will not (and will not permit any End User or other third party to) use any such open source software that may be contained in the Software in a manner that would require the Software to be distributed or made available free of charge, in source code form, or under any open source license terms.

4. Ownership and Intellectual Property Matters

4.1 PwC. As between the parties, PwC owns and will retain all right, title, and interest (including all Intellectual Property Rights) in and to the Software. Neither Company nor any End User has or will acquire under this Agreement any right, title or interest in or to the Software (or any Intellectual Property Rights related thereto), whether by implication, estoppel or otherwise, except for the limited right to access and use the Software as expressly permitted under this Agreement.

4.2 Company. As between the parties, Company owns and will retain all right, title, and interest (including all Intellectual Property Rights) in and to the Company Materials. Company hereby grants to PwC the right to reproduce, distribute, modify, make derivative works of, perform, display, transmit and otherwise use the Company Materials in connection with operating the Software and performing any services to be provided by PwC to Company under this Agreement, including making the Company Materials (as may be modified) available to End Users, and for analytic, statistical, security, quality control, and similar purposes, including for purposes of developing, testing, improving and providing the Software and other products and services of PwC and Other PwC Firms. The foregoing right includes the right to have third parties exercise such right on PwC's behalf. Company acknowledges that the Software is intended to hold secondary copies of Company Materials and not to maintain master or original documents, and agrees that Company will be solely responsible for maintaining a backup of all Company Materials. In addition, Company will be solely responsible for the content, accuracy and completeness of Company Materials, and for the modification, distribution, performance, display and other use of Company Materials (as may be modified) by Company, any End User or any third party (other than a third party acting in its capacity as PwC's service provider).

5. Other Matters

5.1 Cooperation. Company will reasonably cooperate with PwC in its provision of the Software and any services to be provided by PwC to Company under this Agreement, including providing necessary information and instructions. PwC will not be responsible for any delay or failure in performing its obligations under this Agreement to the extent resulting from Company's delay or failure to provide such cooperation.

5.2 Feedback. Company is not obligated to provide PwC with suggestions, comments, feedback or other information regarding the features, functionality or other aspects of the Software (including identifying errors and potential improvements) ("**Feedback**"), but if Company chooses to provide Feedback, then Company hereby grants to PwC a worldwide, nonexclusive, royalty-free, transferable, sublicensable (through one or more tiers), perpetual and irrevocable license to use and

otherwise exploit the Feedback for any purpose, including improving the Software and any products or services provided by PwC for Company and others.

5.3 Non-Solicitation of Employees. During the Term of this Agreement and for one (1) year after termination or expiration of this Agreement, neither party will employ or solicit for hire as an employee, consultant or otherwise any of the other party's professional personnel who have had direct involvement with the Software or other products or services provided under this Agreement, without the other party's prior consent; however, neither party will be precluded from hiring any employee of the other party who responds to any public notice or advertisement of an employment opportunity or who terminated his/her employment with the other party at least six (6) months previously, unless the hiring party solicited the termination.

5.4 Nature of Engagement. This Agreement is a nonexclusive arrangement and does not create any exclusivity of any nature between the parties. Company acknowledges and agrees that PwC's role is advisory only and, accordingly, PwC will not provide any audit or attest opinion or other form of assurance, and PwC will not verify or audit any information, data or materials provided to it (including Company Materials). Company further acknowledges and agrees that Company will be solely responsible for any and all communications required with its regulators and that PwC is not being engaged to interact or meet with third parties, including Company's regulators. If PwC is requested or authorized by Company or required by government regulation, regulatory agency, subpoena, or other legal process to produce materials or personnel for testimony or interview with respect to the Software or any other products or services to be provided by PwC to Company under this Agreement, Company will reimburse PwC for PwC's and its counsels' expenses and professional time incurred in responding to such a request.

5.5 PwC Related Parties. PwC is a firm in the global network of separate and independent PricewaterhouseCoopers firms (exclusive of PwC, the "**Other PwC Firms**"). PwC may draw on the resources of (and subcontract to) its affiliates, the Other PwC Firms and third party contractors and subcontractors, within or outside of the United States (each, a "**PwC Service Provider**") for internal, administrative and regulatory compliance purposes or in connection with the provision of the Software and other products and services to be provided by PwC under this Agreement. Company agrees that PwC may provide information, data and materials that PwC receives in connection with this Agreement (including Company Materials) to the PwC Service Providers for such purposes. PwC will be solely responsible for providing the Software and other products and services to be provided by PwC under this Agreement (including those aspects provided by the PwC Service Providers) and for information, data and materials that PwC provides to the PwC Service Providers. The PwC Service Providers and their and PwC's respective partners, principals, employees and agents (collectively, the "**PwC Beneficiaries**") will have no liability or obligations arising out of this Agreement. Company agrees to: (a) bring any claim or other legal proceeding of any nature arising from or related to this Agreement or its subject matter against PwC and not against the PwC Beneficiaries; and (b) ensure or procure that any Company affiliate receiving any products or services related to this Agreement (including access to the Software) does not assert any such claim or other legal proceeding against PwC or the PwC Beneficiaries. If any Company affiliate receives any products or services (including access to the Software) under this Agreement, Company agrees to provide a copy of this Agreement to such Company affiliate, and Company will notify such Company affiliate that although the PwC Beneficiaries may interact with them, the provision of any products or services (including access to the Software) under this Agreement is governed by the terms of this Agreement (including the liability limitations herein), and Company's affiliates should notify Company of any disputes or potential claims arising from or related to this Agreement or its subject matter. PwC disclaims any contractual or other responsibility or duty of care to any other affiliates of Company. While PwC is entering into this Agreement on its own behalf, this Section 5.5 also is intended for the benefit of the PwC Beneficiaries.

5.6 CPA Notice. PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the products and services provided

to Company under this Agreement (including through the Software), non-CPA owners may be involved in providing such products and services.

6. Compensation

6.1 Fees. Company will pay PwC the fees set forth in Appendix B in accordance with the payment terms set forth thereon. Unless set forth otherwise in Appendix B, Company will pay PwC amounts due within thirty (30) days after the date of invoice.

6.2 Payment Method. Company will make payments to PwC by bank wire transfer in immediately available funds to the account designated by PwC (or by such other payment method designated by PwC). All payments will be made in the legal currency of the United States of America.

6.3 Taxes; Late Payments. Company will be responsible for and will pay directly all taxes, duties, tariffs, fees and other charges (including sales, use, property and other similar taxes) imposed by any taxing authorities based on the transactions or payments under this Agreement, other than taxes imposed or based on PwC's net income. Company will pay all amounts due under this Agreement without deduction or withholding for or on account of any present or future taxes, deductions, or other charges by any taxing authority. If Company is an organization exempt from state sales tax, Company will provide PwC a copy of Company's sales tax exemption certificate to the extent not previously provided by Company to PwC. Any amount owed by Company to PwC under this Agreement that is not paid within the applicable time period will accrue interest at the rate of twelve percent (12%) per annum (or, if lower, the maximum rate permitted by applicable law).

6.4 Books and Records; Inspections. During the Term and for three (3) years thereafter, Company will keep and maintain complete and accurate books and records as may be reasonably required to verify any amounts owed to PwC under this Agreement and Company's compliance with this Agreement. During the Term and for three (3) years thereafter, PwC (or PwC's designee) may, upon reasonable prior notice, inspect such books and records and Company's relevant equipment, servers, systems and networks to verify Company's compliance with this Agreement and the accuracy of the amount of payments made by Company to PwC under this Agreement. The parties will promptly make any adjustments required to correct any non-compliance, underpayment or overpayment revealed by such inspection.

7. Confidentiality

7.1 Limitations on Use and Disclosure. Each party will use the other party's Confidential Information only for the purpose of exercising its rights and fulfilling its obligations under this Agreement or as required by applicable law or professional standard, and will not disclose such Confidential Information to third parties except to the extent necessary to exercise its rights and fulfill its obligations under this Agreement or as required by applicable law or professional standard. Except to the extent expressly set forth in this Agreement, neither party will have any obligation to disclose any Confidential Information to the other party. Each party will disclose the other party's Confidential Information to its employees, agents and consultants only if such employees, agents or consultants have a legitimate need to know such information and are bound in writing by confidentiality obligations at least as restrictive as those set forth herein. Each party will use the same degree of care and discretion (but in any event no less than a reasonable degree of care and discretion) to avoid unauthorized disclosure or use of the other party's Confidential Information as that receiving party uses to protect its own information of a similar nature from unauthorized disclosure or use.

7.2 Exclusions. Without granting any right or license, the parties agree that no obligation of nondisclosure or nonuse under this Agreement will apply to any information, data or materials that (a) is or becomes generally available to the public other than by breach of this Agreement, (b) the recipient already rightfully possesses at the time of the disclosure, without any obligations of nondisclosure or nonuse to the disclosing party, or (c) is rightfully received from a third party without any obligations of

nondisclosure or nonuse to the disclosing party. In addition, each party may disclose the other party's Confidential Information (i) to the extent required by applicable law (including any subpoena or other similar form of process), professional standards or any government authority (subject to providing the other party prompt notice of such requirement and fully cooperating with attempts to limit such required disclosure, including seeking a protective order or other appropriate remedy to prevent or limit disclosure), and (ii) subject to Section 3.2 and Section 7.3, in confidence to its attorneys, accountants, and other professional advisors, in each case who have a legitimate business need to receive such information, data or materials.

7.3 Additional Exceptions for Company. Notwithstanding anything to the contrary in Section 7.1, subject to Section 3.2, Company may discuss information (or disclose work product or other materials) relating to Company's use of the Software in accordance with this Agreement with Company's third party professional advisors (including auditors, attorneys, financial and other similar advisors) who, in each case, are acting solely for Company's benefit and on Company's behalf and have a need to know such information (or access such work product or other materials) in order to provide advice or services to Company, provided that each entity or individual: (a) agrees that PwC did not perform any services or prepare any work product or other materials for such advisors' use, benefit, or reliance and that PwC assumes no duty, liability, or responsibility to such advisors; and (b) agrees not to discuss or disclose any such information (or work product or other materials) disclosed by Company with or to any other party without PwC's prior consent. Third party professional advisors do not include any parties that are providing or may provide insurance, financing, capital in any form, or a fairness opinion, or selling or underwriting securities in connection with any transaction that is related to the subject matter of this Agreement, or any counterparty to an anticipated transaction or dispute, or any parties which have or may obtain a financial interest in Company, or parties to an anticipated transaction with Company.

7.4 Equitable Relief. Company acknowledges and agrees that, due to the unique nature of PwC's Confidential Information, there can be no adequate remedy at law for any breach of Company's confidentiality obligations under this Agreement, that any such breach will result in irreparable harm to PwC, and that therefore, upon any such breach or threat thereof, PwC will be entitled to appropriate equitable relief, including injunctive relief, in addition to whatever remedies it might have at law or under this Agreement.

7.5 Duration; Return of Confidential Information. The party's obligations under this Agreement with respect to any particular item of Confidential Information received under this Agreement will survive any termination or expiration of this Agreement. Except to the extent necessary for each party to continue to exercise its rights and perform its obligations under this Agreement or as required by applicable law or professional standard, at any time upon the other party's request, the receiving party will return or destroy (or in the case of electronic materials, delete) as directed by the disclosing party all documents and other embodiments (whether in tangible, electronic or other form) that contain or constitute Confidential Information of the disclosing party.

8. Privacy and Data Security

8.1 Company Obligations. Company will comply with all obligations under any applicable data protection and privacy laws, rules and regulations that are applicable to Company's use of or access to the Software. Prior to inputting, uploading, transmitting or otherwise providing Company Materials to PwC (or any PwC Service Provider), or to or through the Software, Company will, at its sole cost and expense, determine the need for and make all notifications to, and obtain and maintain all consents from, third parties (including any individuals whose personal information is included in Company Materials) as required by applicable law for the access, monitoring, use and disclosure of such Company Materials in connection with the Software (including any required notifications that Company Materials will be made available to entities other than Company (e.g., PwC and the PwC Service Providers)). Upon PwC's request, Company will provide PwC with evidence of any such notifications and consents.

8.2 PwC Obligations. PwC will comply with all obligations under any applicable data protection and privacy laws, rules and regulations that are applicable to PwC in its provision of the Software or performance of services under this Agreement.

9. Term and Termination

9.1 Term. This Agreement will commence on the Effective Date and, unless earlier terminated in accordance with its terms, will continue through the date specified in Appendix B as the “Initial Term End Date” (“**Initial Term**”). Upon expiration of the Initial Term, this Agreement will be subject to the terms set forth in Appendix B regarding any renewal term (“**Renewal Term**”). If Appendix B is silent as to any Renewal Term, the parties agree that there will be no Renewal Term and the Agreement will expire on the Initial Term End Date.

9.2 Termination By Either Party. Either party may terminate this Agreement by providing written notice to the other party: (a) if the other party materially breaches its obligations under this Agreement and does not cure such breach within thirty (30) days after receipt of written notice of the breach; or (b) in the event of the dissolution, termination of existence, liquidation, filing for bankruptcy or similar protection, assignment for the benefit of creditors, or insolvency of the other party.

9.3 Termination by PwC. PwC may immediately terminate this Agreement without penalty or liability: (a) if continuing to perform under this Agreement could, in PwC’s sole and absolute judgment, result in PwC’s noncompliance with any applicable law, rule or regulation, or any regulatory guidance, professional standard, or self-regulatory rule or policy, in each case as in effect from time to time; (b) upon the occurrence of an event that, in PwC’s sole and absolute judgment, causes or would be likely to cause PwC or any Other PwC Firm not to be “independent” as required by any law, rule, regulation or professional standard relating to independence; or (c) if Company breaches, or causes PwC to breach, any applicable terms and conditions of the third party hosting service provider identified in Appendix C.

9.4 Suspension by PwC. Without limiting any other rights or remedies, PwC reserves the right to suspend or restrict Company’s or any End User’s access to the Software, in whole or in part, if: (a) PwC reasonably believes that Company or any End User has violated this Agreement or any of the applicable End User limitations and restrictions set forth in this Agreement; (b) Company or any End User fails to cooperate with a reasonable investigation by PwC of any suspected violation of this Agreement or any of the applicable End User limitations and restrictions set forth in this Agreement; (c) there is a denial of service attack on PwC’s (or its third party service providers’) servers or systems, a security breach, or a similar event and PwC reasonably believes that suspension of Company’s or any End User’s access is reasonably necessary to protect PwC’s (or its third party service providers’) servers, systems, information, data, or other customers; (d) requested by a law enforcement agency, government agency or similar authority; (e) Company fails to make a timely payment in accordance with Section 6; or (f) the hosting environment of the third party service provider identified in Appendix C becomes unavailable to PwC or Company for any reason]. If the Software is held to be (or in PwC’s reasonable judgement may be) infringing any Intellectual Property Rights of a third party, PwC may, at its expense and option: (i) procure for Company the right to continue using the Software; (ii) replace or modify the Software with a non-infringing component of similar functionality; or (iii) if neither of the foregoing options in (i) or (ii) are available on a commercially reasonable basis, terminate Company’s and End Users’ access to the Software and return any prepaid fees for the unused portion of the Software.

9.5 Effect of Termination. Upon any expiration or termination of this Agreement: (a) Company’s and each End User’s right to access and use the Software will immediately terminate and Company will immediately cease (and will require all End Users to immediately cease) all use of and access to the Software; (b) PwC will have no further obligation to provide the Software or any other services under this Agreement; and (c) except to the extent necessary for each party to continue to exercise its surviving rights under this Agreement, the receiving party will return or destroy (or in the case of electronic materials, delete) as directed by the disclosing party all documents and other embodiments (whether in tangible,

electronic or other form) that contain or constitute Confidential Information of the disclosing party. The following Sections will survive any expiration or termination of this Agreement: 4, 5 (excluding 5.1), 6.1 (with respect to amounts outstanding), 6.4, 7, 9.5, 10.3, 11, 12, and 13.

10. Representations and Warranties; Disclaimer

10.1 By PwC. PwC hereby represents and warrants to Company that: (a) it is a corporation or organization duly organized and validly existing under the laws of the jurisdiction in which it was incorporated or organized; (b) it has all requisite corporate power and authority to execute and deliver this Agreement and perform its obligations under this Agreement; (c) the PwC Software, in the form provided to Company and when accessed and used in accordance with this Agreement, will function in all material respects as set forth in the Documentation; and (d) PwC will perform any service to be provided by it under this Agreement in a professional and workmanlike manner.

10.2 By Company. Company hereby represents and warrants to PwC that: (a) it is a corporation or organization duly organized and validly existing under the laws of the jurisdiction in which it was incorporated or organized; (b) it has all requisite corporate power and authority to execute and deliver this Agreement and perform its obligations under this Agreement; (c) it has and will have all rights (including all consents) necessary to provide the Company Materials to PwC and to grant the rights and licenses granted to PwC under this Agreement; and (d) the Company Materials do not and will not infringe the Intellectual Property Rights or other rights of any person or entity and are not and will not be obscene, offensive, or indecent; and (e) Company has obtained from the applicable Third Party Systems licensor (and during the Term Company will maintain) all rights and licenses necessary for PwC to provide the Software in performance of this Agreement.

10.3 Disclaimer. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 10.1, PWC MAKES NO (AND HEREBY DISCLAIMS ANY) OTHER REPRESENTATIONS OR WARRANTIES TO COMPANY OR ANY THIRD PARTY, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ACCURACY, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, PWC DOES NOT REPRESENT OR WARRANT THAT ACCESS TO OR USE OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE OR THAT COMPANY MATERIALS WILL NOT BE SUBJECT TO DAMAGE, CORRUPTION, DESTRUCTION, LOSS OR DELETION. THE SOFTWARE AND ANY OTHER PRODUCTS OR SERVICES TO BE PROVIDED BY PWC TO COMPANY UNDER THIS AGREEMENT ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR HIGH RISK ACTIVITIES. THIS AGREEMENT IS NOT AN OFFER OF ANY FINANCIAL, ACCOUNTING, OR OTHER PROFESSIONAL GOODS OR SERVICES. All reports, results, and other information resulting from use of the Software are general guidance only, provided with the understanding that PwC is not engaged in rendering legal, accounting, tax, financial, or other advice or services that would otherwise be provided by a certified professional. Accordingly, the Software is not a substitute for consultation with the applicable professional services provider and PwC recommends consulting with the appropriate professional services provider before making any decision or taking any action in reliance on any reports, results, or other information resulting from use of the Software.

11. Indemnification

11.1 By PwC. Subject to Section 11.3, PwC will defend, indemnify and hold harmless Company and its directors, officers, employees, successors and assigns, from and against any and all claims, actions, and causes of action (including any inquiries, investigations, enforcement actions and other actions by governmental or regulatory entities) brought by a third party, and any damages, fines, penalties, liabilities, obligations, judgments, decrees, settlements, costs and expenses (including reasonable attorneys' fees) arising out of any of the foregoing, to the extent arising out of or related to (a) death, bodily injury, or

damage to or loss or destruction of any real or tangible personal property, in each case resulting from PwC's gross negligence or intentional misconduct in connection with activities related to the subject matter of this Agreement; or (b) a claim by a third party that the PwC Software, in the form provided to Company and when accessed and used in accordance with this Agreement, infringes that third party's copyright, U.S. trademark or trade name, or trade secret. PwC will have no obligation under subsection (b) above for any of the following (each, an "**Excluded Claim**"): (i) the claim is related to a modification of the Software by Company or at Company's direction; (ii) Company fails to use or implement corrections or enhancements provided by PwC or PwC Service Providers, or fails to follow the directions of PwC or PwC Service Providers, and such failure causes the claim; (iii) Company uses the Software in a manner inconsistent with the Documentation or in combination with any product or service not provided by PwC (including any Company Materials) and such inconsistent use or combination causes the claim; (iv) the claim is related to information, data, specifications, designs, or other instructions provided by or at Company's direction; and (v) the claim is related to Company's breach of this Agreement or an End User's breach of the applicable limitations and restrictions set forth in this Agreement. THE PROVISIONS OF THIS SECTION 11.1 STATE COMPANY'S SOLE AND EXCLUSIVE REMEDY, AND PWC'S ENTIRE LIABILITY AND OBLIGATIONS TO COMPANY, WITH RESPECT TO ANY CLAIMS, ACTIONS, AND CAUSES OF ACTION ARISING OUT OF OR RELATED TO INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

11.2 By Company. Subject to Section 11.3, Company will defend, indemnify and hold harmless PwC and the PwC Beneficiaries and their respective directors, officers, employees, successors and assigns, from and against any and all third party claims, actions, and causes of action (including any inquiries, investigations, enforcement actions and other actions by governmental or regulatory entities) brought by a third party, and any damages, fines, penalties, liabilities, obligations, judgments, decrees, settlements, costs and expenses (including reasonable attorneys' fees) arising out of any of the foregoing, to the extent arising out of or related to (a) death, bodily injury, or damage to or loss or destruction of any real or tangible personal property, in each case resulting from Company's or any End User's gross negligence or intentional misconduct in connection with activities related to the subject matter of this Agreement; (b) any Company Materials; (c) any Excluded Claim (as defined in Section 11.1); (d) any allegation by a Third Party Systems licensor arising out of or related to PwC's provision of the Software in performance of this Agreement; or (e) any allegation by an End User (except to the extent arising from a breach of this Agreement by PwC).

11.3 Process. The party seeking indemnification under this Agreement ("**Indemnified Party**") will promptly give notice to the other party ("**Indemnifying Party**") of any claim or cause of action or the commencement of any action as to which indemnity is sought, but any failure to provide such notice will not relieve any party of its obligation to indemnify except to the extent such party is materially prejudiced by such failure. The Indemnifying Party will assume the defense of the claim or action and take all steps reasonably necessary at its expense to defend or settle such claim or action, but if it fails to do so the other party may undertake such defense and steps reserving all rights against the Indemnifying Party. The Indemnified Party will cooperate with the Indemnifying Party and may participate and appear with the Indemnifying Party in the claim or action at its own expense with legal counsel of its own choosing. Notwithstanding the foregoing, if any judgment or settlement of any claim or action subject to indemnification by the Indemnifying Party under this Agreement would materially bind or affect the Indemnified Party, the Indemnifying Party will not consent to such judgment or settlement without the prior written approval of the Indemnified Party, which approval will not be unreasonably withheld or delayed.

12. Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO SECTION 11 OR FOR COMPANY'S BREACH OF SECTION 3, SECTION 4, OR SECTION 7, IN NO EVENT WILL A PARTY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST

EXTENT ALLOWED BY APPLICABLE LAW, PWC'S ENTIRE LIABILITY TO COMPANY IN ANY WAY RELATED TO THIS AGREEMENT, THE SOFTWARE, AND ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION, WILL NOT EXCEED THE AGGREGATE AMOUNTS PAID BY COMPANY PURSUANT TO SECTION 6 OF THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE LIABILITY AROSE.

13. Miscellaneous

13.1 Interpretation. For purposes of interpreting this Agreement, (a) unless the context otherwise requires, the singular includes the plural, and the plural includes the singular; (b) unless otherwise specifically stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section or paragraph; (c) the words "include" and "including" will not be construed as terms of limitation, and will therefore mean "including but not limited to" and "including without limitation"; (d) the word "or" will not be exclusive; (e) the word "extent" in the phrase "to the extent" will mean the degree to which a subject or other thing extends, and will not mean simply "if"; (f) unless otherwise specifically stated, the words "writing" or "written" mean preserved or presented in retrievable or reproducible form, whether electronic (including email but excluding voice mail) or hard copy; (g) references to the parties will refer to their permitted successors and assigns; and (h) unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein means such agreement, instrument or statute as it may be from time-to-time amended.

13.2 Notices. Unless otherwise provided elsewhere in this Agreement, any notice, request, demand or other communication required or permitted under this Agreement will be in writing and will be delivered by personal hand delivery, registered mail, or by overnight delivery by either party to the other party at the addresses set forth on the signature page of this Agreement (or such other address as either party may provide in accordance with this Section 13.2), and will be deemed given on the day they are received.

13.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous representations, discussions, proposals, negotiations, conditions and agreements, whether oral or written, and all communications between the parties relating to the subject matter of this Agreement and all past courses of dealing or industry custom. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of Company and PwC. The parties expressly agree that the terms and conditions of this Agreement will supersede any different or additional terms in any order forms, purchase orders, order acknowledgements, invoices or other similar ordering documents, which additional or different terms are expressly rejected. PwC objects to any such additional or different terms contained in any of the foregoing documents. PwC's acceptance of any offer is expressly made conditional on assent to the terms of this Agreement. To the extent there are any conflicts between this Agreement and any click-wrap end user license or other agreement found electronically in the Software or other materials provided by PwC under this Agreement, including any such license or agreement where the user has clicked an "I Agree" or similar button, or any such license or agreement that has been deemed accepted by installing or using such materials, the terms of this Agreement will control.

13.4 Assignment. Neither party will assign, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement, without the other party's prior written consent. Notwithstanding the foregoing, PwC may assign, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement, without Company's prior written consent (a) to any Other PwC Firm or (b) in connection with any acquisition, merger, consolidation, reorganization, or similar transaction, or any spin-off, divestiture, or other separation of a PwC business or portion of a PwC business. Any attempted assignment, transfer,

delegation or disposal in violation of the foregoing will be void and will constitute a material breach of this Agreement. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

13.5 Governing Law. This Agreement, and any dispute relating to this Agreement or the subject matter of the Agreement, will be governed by and construed, interpreted and enforced in accordance with the domestic laws of the State of New York, without giving effect to any provisions that would require the laws of another jurisdiction to apply. The parties expressly disclaim the applicability of, and waive any rights based on, the Uniform Computer Information Transactions Act, the Uniform Commercial Code, or the United Nations Convention on Contracts for the International Sale of Goods, however each may be codified or amended.

13.6 Dispute Resolution. Any unresolved dispute relating in any way to this Agreement or the subject matter of this Agreement (including the Software and the use thereof) will be resolved by arbitration, except that either party is free to seek equitable relief in a court having jurisdiction. The arbitration will be conducted in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution then in effect (“**CPR Rules**”). The arbitration will be conducted before a panel of three arbitrators selected using the screened process provided for in the CPR Rules. Any in-person appearances will be held in New York, New York. The arbitration panel will have no power to award non-monetary or equitable relief of any sort, or to award damages inconsistent with this Agreement (including Section 12). Judgment on any arbitration award may be entered in any court having jurisdiction. All aspects of the arbitration will be treated as confidential. Company acknowledges and agrees that any demand for arbitration must be issued within one (1) year from the date that Company became aware or should reasonably have become aware of the facts that give rise to PwC’s alleged liability and in any event no later than two (2) years after the cause of action accrued.

13.7 No Publicity. Except as otherwise expressly permitted in this Agreement, neither party will use the other party’s name, trademarks or logo or refer to the other party directly or indirectly in any media release, public announcement or public disclosure relating to this Agreement or its subject matter, including in any promotional or marketing materials, lists, referral lists, or business presentations, without consent from the other party for each such use or release. Notwithstanding the foregoing, PwC may use Company’s name in experience citations and recruiting materials. Except as expressly set forth in this Agreement, Company does not and will not acquire any right under this Agreement to use, and will not use, the name “PricewaterhouseCoopers” or “PwC” (either alone or in conjunction with or as part of any other word or name) or any logos, marks or designs of PwC or its related entities (including the Other PwC Firms).

13.8 Relationship of the Parties; No Third Party Beneficiaries. This Agreement will not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties; the parties will at all times be and remain independent contractors and neither party nor its agents have any authority of any kind to bind the other party in any respect whatsoever. Except with respect to the PwC Beneficiaries, it is not the intention of this Agreement or of the parties to this Agreement to confer a third party beneficiary right of action upon any third party or entity whatsoever, and nothing in this Agreement will be construed to confer upon any third party other than the parties to this Agreement or the PwC Beneficiaries a right of action under this Agreement or in any manner whatsoever.

13.9 Waiver. No failure by any party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy consequent upon a breach of such or any other covenant, agreement, term or condition will operate as a waiver of such or any other covenant, agreement, term or condition of this Agreement. Any party by notice given in accordance with this Agreement may, but will not be under any obligation to, waive any of its rights or conditions to its

obligations hereunder, or any duty, obligation or covenant of any other party. No waiver will affect or alter the remainder of this Agreement but each and every covenant, agreement, term and condition hereof will continue in full force and effect with respect to any other then existing or subsequent breach. The rights and remedies provided by this Agreement are cumulative and the exercise of any one right or remedy by any party will not preclude or waive its right to exercise any or all other rights or remedies.

13.10 Force Majeure. Either party's failure to perform any term or condition of this Agreement as a result of conditions beyond its reasonable control, including war, terrorism, strikes, fires, floods, earthquakes, acts of God, governmental restrictions, power, Internet or telecommunications failures, or failure, damage or destruction of or to any network facilities or servers, will not be deemed a breach of this Agreement and will create no liability on such party's part.

13.11 Federal Use. In the event that the Software or any services to be provided by PwC under this Agreement can be construed as "commercial computer software" as that term is described in DFAR 252.227-7014(a)(1), then, if access is acquired by or on behalf of a civilian agency, the U.S. Government acquires this access to commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement and as specified in 48 C.F.R. 12.212 (Computer Software) and 48 C.F.R. 12.211 (Technical Data) of the Federal Acquisition Regulations (FAR) and its successors. If access is acquired by or on behalf of any agency within the Department of Defense (DOD), the U.S. Government acquires this access to commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors.

13.12 Trade Control Laws. Notwithstanding any other provision of this Agreement to the contrary, Company and End Users will comply with all applicable U.S. and non-U.S. export control laws, including the Export Administration Regulations ("EAR") and the International Traffic in Arms Regulations ("ITAR"), and economic sanctions programs, including those that are or may be maintained by the U.S. Government, such as comprehensive U.S. economic sanctions currently imposed against Cuba, Iran, North Korea, Sudan, Syria, and Crimea (region of Ukraine) (collectively, "**Sanctioned Countries**"), as well as individuals and entities identified on, or owned or controlled by or acting on behalf of entities identified on, applicable government restricted party lists such as the List of Specially Designated Nationals and Blocked Persons, Foreign Sanctions Evaders List, Denied Persons List, Unverified List, and Entity List (collectively, "**Restricted Parties**"). (Applicable export controls and economic sanctions are collectively referred to as "**Trade Control Laws.**") Company represents that neither Company nor any End Users (a) are Restricted Parties or acting on behalf of Restricted Parties; (b) are located or ordinarily resident in, organized under the laws of, or acting on behalf of a Sanctioned Country; or (c) will access or otherwise use the Software from a Sanctioned Country. Company further represents that Company and End Users will not use or transfer the Software (i) in violation of any Trade Control Laws; (ii) for activities directly or indirectly related to any end-uses that are restricted by the U.S. Government (including but not limited to nuclear, missiles, chemical or biological weapons end-uses); or (iii) in the export, re-export, storage, hosting or other transfer of Company's or End Users' data, information, services or other activities subject to the ITAR. Company and End Users will not use the Software to export, re-export, store, host or otherwise transfer Company's or End Users' data subject to the EAR and controlled at a level other than EAR99/AT (or equivalent level of control under non-U.S. Trade Control Laws) unless (x) Company and/or End Users provide prior written notice to PwC specifying the nature of the controls and any relevant export control classification numbers and (y) PwC consents in writing to the use of the Software for the export, re-export, storage, hosting or transfer of such Company's or End Users' controlled data. PwC may decline to receive Company's or End Users' data subject to export controls at a level higher than EAR99/AT. Company and End Users are solely responsible for compliance with Trade Control Laws in the use of the Software and in the use and processing of Company's or End Users' data or access to Company's or End Users' data by any End User.

13.13 Anti-Corruption Laws. Company agrees that it is familiar with the provisions of the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and other analogous anti-corruption legislation in other jurisdictions where Company does business (collectively, the “**Anti-Corruption Laws**”). Company will not, in connection with activities under this Agreement, make any payment or transfer anything of value, offer, promise or give a financial or other advantage or request, agree to receive or accept a financial or other advantage either directly or indirectly: to any government official or employee (including employees of a government corporation or public international organization) or to any political party or candidate for public office or to any other person or entity with an intent to obtain or retain business or otherwise gain an improper business advantage. Company further agrees that it will not take any action which would cause Company to be in violation of the Anti-Corruption Laws. In case of breach of this Section, PwC may suspend or restrict Company’s or any End User’s access to the Software, in whole or in part, at any time without notice. Company will indemnify the non-breaching party for any losses, damages, fines or penalties which the non-breaching party may suffer or incur as a result of or incidental to any such violation.

13.14 Headings. The headings of Sections of this Agreement are for convenience only and will not be interpreted to limit or amplify the provisions of this Agreement.

13.15 Severability. Each provision of this Agreement will be considered separable and if for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, such invalidity will not impair the operation of or affect those portions of this Agreement that are valid, but in such case the parties will endeavor to amend or modify this Agreement to achieve to the extent reasonably practicable the purpose of the invalid provision.

13.16 Absence of Presumption. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event of ambiguity or if a question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

13.17 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which, taken together, will constitute one and the same instrument.

Appendix A

Software Description; Additional Restrictions

URL through which the Software must be accessed and used: <https://insights.pwc.com>

Software Description

PwC's software solution known as "Insights Platform" combines proven "big data" technologies with sophisticated analytics and self-service visualizations to create an enterprise-ready platform that business users can use to generate insights and visualize business impact. Key capabilities of the Software include:

1. Real time integration
 - Structured, unstructured and IOT data
 - Real time streams and batch data ingestion and integration
 - Architecture to enable adaptation to new technologies and sources
2. Data engineering
 - Data lake for flexible storage and use
 - Discovery, cleaning, blending, lineage, and metadata management
 - Data management tools and enrichment service
 - Data profiling and anomaly detection
3. Analytic services
 - Analytical services for statistics-based analytics and machine learning
 - Support for major analytical programming languages
4. Service orchestration
 - Assemble data and analytical services into workflows and visualizations
 - Message-based service-oriented architecture (SOA)
 - Integration into corporate workflows
5. Self-service
 - Workbench to assemble data and analytical services into workflows
 - Service-oriented architecture to streamline module integration
 - Integration into corporate workflows
6. Platform infrastructure
 - Security plan including encryption, control, validation and audit paths
 - Enterprise data lake to manage large-scale, heterogeneous data sets
 - Distributed and in-memory computing to run data experiments
 - Ability to support and administer configurations and modular set up

Additional Restrictions

Company will use the Software only in connection with the Use Case(s) agreed upon in advance by PwC and Company. "Use Case" means the particular application that is configured and built based on the Software pursuant to the Services Agreement (for example, market price forecasting models, and data ingestion automation).

Third Party Software Components

Certain third party software components within the Software utilize a software module ("Use Manager") to monitor the use and security of the third party software components and provide certain information regarding the system environment in which the third party software components are operating to the third party software components licensor. For example, the Use Manager uses HTTP protocol and encryption to provide information about the operating system, amount of RAM, type and number of CPUs and MAC address, as well as the number of active users. However, under no circumstances does the Use Manager capture or transmit any of the data, information or materials being processed by the third party software components.

The Software contains certain third party data analytics and visualization technology (collectively, “**Third Party Data Technology**”) made available by PwC’s vendors and licensors. Such vendors and licensors have no liability or responsibility under this Agreement to Company. Company will not use any Third Party Data Technology in any way other than as integrated with the Software, including in such express prohibition the use of any data structures not included in the Software. Company has no independent license or any other right to the Third Party Data Technology, and Company has no right to use Third Party Data Technology independent from the Software.

Appendix B
Term; Software Accounts; Fees

Term

Initial Term End Date: The third anniversary of the Effective Date.

Renewal Term: Upon expiration of the Initial Term, this Agreement will automatically renew for successive Renewal Terms of one (1) year each unless either party provides the other party with notice of its election not to renew at least thirty (30) days prior to the end of the then-current Initial Term or Renewal Term (as applicable).

Software Accounts

- PwC will provide each End User a unique user name and password.
- The number of End Users (and corresponding Software Accounts) will be limited to 20 End Users.

Fees

PwC will invoice PGE \$20,000 per month for using the Insights Platform SaaS subscription.

Appendix C

Third Party Hosting Services

Third party hosting service provider: Microsoft Licensing, GP (“**Microsoft**”).

1. Company acknowledges and agrees that the Software utilizes certain services offered by Microsoft as “Microsoft Azure” including, as applicable, certain of the services and features identified at <https://azure.microsoft.com/en-us/services> (all of the foregoing, collectively, “**Microsoft Azure Services**”).
2. Company’s use of the Software is subject to compliance with the terms and conditions imposed by Microsoft regarding access to and use of the Microsoft Azure Services (such terms and conditions as they may be updated, amended or modified from time to time by Microsoft, the “**Microsoft Terms**”). The Microsoft Terms include the product use rights (and the terms of the acceptable use policy, which is described therein) which is substantially in the form of the Online Services Terms (October 1, 2014) available at <http://www.microsoftvolume licensing.com/Downloader.aspx?DocumentId=7933>. Company will comply with the Microsoft Terms at all times in connection with accessing and using the Software, including ensuring that all Company Materials comply with the Microsoft Terms.
3. Without limiting the foregoing, neither Company, nor those that access the Microsoft Azure Services through Company, may use the Microsoft Azure Services: (a) in a way prohibited by law, regulation, governmental order or decree; (b) to violate the rights of others; (c) to try to gain unauthorized access to or disrupt any service, device, data, account or network; (d) to spam or distribute malware; (e) in a way that could harm the Microsoft Azure Services or impair anyone else’s use of it; or (f) in any application or situation where failure of the Microsoft Azure Services could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.
4. Company must comply with, and may not work around, any technical limitations in the Microsoft Azure Services that only allow Company to use it in certain ways.
5. As otherwise limited in Microsoft’s agreement with PwC regarding the Microsoft Azure Services, Microsoft may use and disclose Protected Health Information (as defined in 45 CFR § 160.103 of the Health Insurance Portability and Accountability Act (“**HIPAA**”)) for the proper management and administration of Microsoft and/or to carry out the legal responsibilities of Microsoft, provided that any disclosure may occur only if: (1) required by law; or (2) Microsoft obtains written reasonable assurances from the person to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Microsoft of any instances of which it becomes aware in which the confidentiality of the Protected Health Information has been breached. It is Company’s obligation to not include Protected Health Information in: (a) information Company submits to technical support personnel or to community support forums; and (b) Company’s address book or directory information. In addition, Microsoft does not act as, or have the obligations of, a Business Associate under HIPAA with respect to Company Materials once it is sent to or from Company outside Microsoft Azure Services over the public Internet.
6. Company must comply with all laws and regulations applicable to its use of the Microsoft Azure Services, including laws related to privacy, data protection and confidentiality of communications, and all applicable laws and regulations (including applicable security breach notification law). Company is responsible for implementing and maintaining privacy protections and security measures for components that Company provides or controls (such as devices within a virtual machine or application), and for determining whether the Microsoft Azure Services are appropriate for storage and processing of information subject to any specific law or regulation.
7. Company consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of the Agreement, including the Microsoft Azure Services and this Appendix.

8. Company may choose to provide personal information to Microsoft on behalf of third parties (including Company's contacts, resellers, distributors, administrators, and employees) in connection with the use of the Microsoft Azure Services. Company will obtain all required consents from third parties under applicable privacy and data protection laws before providing personal information to Microsoft.
9. The personal information Company provides in connection with the Agreement or the use of the Microsoft Azure Services will be processed according to the privacy statement available at <https://www.microsoft.com/licensing/servicecenter> (see footer), except that product-specific privacy statements and additional privacy and security details related to specific Microsoft Azure Services are in the applicable product use rights in the Microsoft Terms. Personal data collected through the Microsoft Azure Services may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Microsoft Azure Services, Company consents to the foregoing.
10. Except as described elsewhere in this Appendix, Company Materials that Microsoft processes on Company's behalf may be transferred to, and stored and processed in, the United States or any other country in which Microsoft or its affiliates or subcontractors maintain facilities. Company appoints Microsoft to perform any such transfer of Company Materials to any such country and to store and process Company Materials in order to provide the Microsoft Azure Services. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.
11. In the event that a financial services regulator ("**Regulator**") with equivalent supervisory authority over one of PwC's customers ("**PwC Customer**") formally requests to access the Microsoft Azure Services operations and controls and is provided and exercises the direct right to examine the Microsoft Azure Services, including examination on premises and access to information, records, reports and documents relating to the Microsoft Azure Services, Company approves of Microsoft providing the Regulator with such access and Company acknowledges and accepts that Microsoft cannot technically limit the Regulator's access to data associated only with a particular PwC Customer.
12. Microsoft and Company agree that the provision and use of the Microsoft Azure Services is not intended to result in any liability under the Acquired Rights Directive (Council Directive 2001/23/EC, formerly Council Directive 77/187/EC as amended by Council Directive 98/50/EC) or any national laws or regulations implementing the same, or similar laws or regulations (including the Transfer of Undertakings (Protection of Employment) Regulations 2006 in the United Kingdom) (collectively, the "**ARD**"). Company will defend Microsoft against any claim arising under the ARD alleging the transfer (or alleged transfer) of any employee or contractor to Microsoft as a result of the provision of any Microsoft Azure Services. Microsoft will defend Company against any claim arising under the ARD alleging the transfer (or alleged transfer) of any employee or contractor to Company as a result of the termination of any Microsoft Azure Services. In each case, the defending party must pay the amount of any resulting adverse final judgment (or settlement to which it consents) and the other party must notify the defending party of the claim, give it sole control over defense and settlement of the claim and provide reasonable assistance in the defense of the claim (with reasonable out-of-pocket costs for assistance to be reimbursed by the defending party).
13. Company acknowledges and agrees that there are certain circumstances when Microsoft may suspend access to and use of the Microsoft Azure Services provided to Company, in whole or in part and without prior notice, including if such action: (1) is required to prevent unauthorized access to Company Materials or (2) is required by law. Any suspension shall apply to the minimum necessary portion of the Microsoft Azure Services and users and be in effect only for as long as reasonably necessary to address the issues giving rise to the suspension.

14. Company acknowledges and agrees that, other than pursuant to any obligations Microsoft may have to PwC under the terms of its agreement with PwC regarding the Microsoft Azure Services, Microsoft has no obligation to continue to hold, export or return Company's Company Materials and Microsoft has no liability whatsoever for deletion of Company's Company Materials pursuant to those terms.
15. AS BETWEEN COMPANY AND MICROSOFT, MICROSOFT PROVIDES NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM. Any warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty provided by Microsoft to PwC.
16. While Company uses Microsoft Azure Services, Company may use the fonts installed by those Microsoft Azure Services to display and print content. Company may only embed fonts in content as permitted by the embedding restrictions in the fonts and temporarily download them to a printer or other output device to print content.

Appendix D Support and Maintenance

I. Definitions

- A. **“Error”** means a reproducible failure of the unmodified Software to conform to the specifications set forth in its Documentation, resulting in the inability to use, or material restriction in the use of, the Software.
- B. **“Hot Patch”** means a revision, patch, “hot-fix” or workaround that PwC applies as a fix or workaround for a specific Priority 1 Error or Priority 2 Error (each as defined below) in the Software. Hot Patches are applied on an as-required basis, may be Company-specific, and are not typically subject to extensive testing prior to deployment. Hot Patches exclude enhancements to the Software.
- C. **“Release”** means a new version of the Software that is generally released by PwC on a periodic basis to all clients then entitled to receive support and maintenance services, that incorporates fixes or workarounds to Errors, and that may incorporate feature enhancements, new functionality, improvement, or architectural changes. Releases exclude functionality that PwC reasonably designates as a separate product or new module, or functionality provided to a specific client in response to a specific request.
- D. **“Update”** means a Hot Patch or Release.

II. Maintenance Services

Commencing on the Effective Date and continuing throughout the Term, PwC will apply Updates and make the updated Software available to Company in accordance with its then-current procedures. Fees paid for support and maintenance do not cover the provision, installation, or implementation of features or functions that PwC reasonably designates as a separate product or a new module, that are not released in numerical sequence with earlier versions of the Software, or that PwC does not generally provide to its clients then entitled to receive support and maintenance services. If a question arises as to whether a product offering is an Update or a separate product, PwC’s opinion will prevail, provided that PwC treats the product offering consistently for its clients generally.

With each Update, Company will perform required system testing to validate the proper operation of the Update.

III. Support Services

Commencing on the Effective Date and continuing throughout the Term, PwC will provide the following support services to Company for the Software (the **“Support Services”**).

- A. **Access.** Company may access Support Services via email and phone. Standard support hours are Monday through Friday, 9:00 a.m. to 5:00 p.m. Central Time, excluding PwC holidays and non-working days (**“Business Hours”**). A **“Business Day”** is equal to eight (8) Business Hours during the same calendar day.
- B. **Error Response.** In response to a reported Error, and in accordance with the prioritization procedures below, PwC will make commercially reasonable efforts to provide Hot Patches or other workaround designed to solve or bypass the reported Error on a temporary basis. PwC may also provide a more permanent resolution or workaround in a later Update. PwC will reasonably

determine the priority level of Errors, pursuant to the following protocols and take the following actions during Business Hours:

(1) **Priority 1 Errors:** A Priority 1 Error means the production system is severely impacted or completely shut down. PwC will provide an initial response to Priority 1 Errors within four (4) Business Hours of issue receipt, and promptly initiate the following procedures:

- (i) confirm the Error;
- (ii) assign personnel to correct the Error on an expedited basis;
- (iii) initiate work to provide a Hot Patch if necessary;
- (iv) provide ongoing communication on the status of a Hot Patch if necessary; and
- (v) use commercially reasonable efforts to provide a workaround or Hot Patch.

(2) **Priority 2 Errors:** A Priority 2 Error means the production system is (a) functioning with limited capabilities, or (b) is unstable with periodic interruptions. PwC will provide an initial response to Priority 2 Errors within eight (8) Business Hours of issue receipt and will:

- (i) assign personnel to begin to address the Error in a Hot Patch or other Update, or provide a workaround;
- (ii) provide additional escalated procedures as PwC reasonably determines is necessary; and
- (iii) use commercially reasonable efforts to fix the Error or provide a workaround in the next Update.

(3) **Priority 3 Errors:** A Priority 3 Error means there (a) are issues with workaround solutions in fully operational production systems, (b) are issues in non-critical functions, or (c) is a need to clarify procedures or information in Documentation. PwC will triage the request regarding a Priority 3 Error and may include a resolution in a future Update. PwC will provide an initial response to Priority 3 Errors within four (4) Business Days of issue receipt and will use reasonable efforts to address the Priority 3 Error in a future Update where applicable.

C. Response Definition. PwC will respond to Company reports of a problem based on the priority set forth above. A response is an initial reply to the reported issue and may not constitute a resolution. There is no commitment to provide product enhancements as part of Support Services.

D. Target Resolution Time. PwC will use commercially reasonable efforts to identify defective code and to resolve each Error by providing a workaround, an object code patch, or a solution based upon a specific action plan for how PwC will address the problem, and PwC will promptly provide a good-faith estimate of the time expected to take to rectify the Error. PwC will use reasonable efforts to resolve the Error within the Target Resolution Time set forth in the chart below. The Target Resolution Times are provided as targets only and Company acknowledges that PwC is unable to provide guaranteed resolution times.

| Priority | Initial Response Time | Target Resolution Time |
|----------|--------------------------------|--------------------------------|
| 1 | No later than 4 Business Hours | No later than 1 Business Day |
| 2 | No later than 8 Business Hours | No later than 4 Business Days |
| 3 | No later than 4 Business Days | No later than 16 Business Days |

E. Conditions for Providing Support. PwC's obligation to provide Support Services is conditioned upon the following: (a) Company makes reasonable efforts to solve the problem after consulting with PwC; (b) Company provides PwC with sufficient information and resources to correct the problem including (as necessary) remote access at Company's site, as well as access to the personnel, hardware, and any additional software involved in discovering the problem; and (c) Company procures, installs and maintains all equipment, telephony, communication interfaces and

other third-party software or hardware or utilities necessary to access the Software as hosted by or for PwC.

- F. Technical Support Contacts.** PwC will provide support to two (2) contacts mutually agreed upon by the parties (“**Technical Support Contacts**”). They will be the only interface to PwC for purposes of support and maintenance.
- G. Exclusions from PwC’s Support Services.** PwC is not obligated to provide Support Services in the following situations: (a) the Software has been changed, modified or damaged (except if by PwC or under the direct supervision of PwC); (b) the problem is caused by Company’s negligence, hardware malfunction or other causes beyond the reasonable control of PwC; (c) the problem is with third-party software or equipment not licensed or provided by PwC; (d) Company has not paid fees due under this Agreement; or (e) the problem is related to Company-specific environment or code.